

NURUDDIN MOLLA, all sons of Late Ramjan Ali Molla, all residing at Sarenga / Post Office & Village Sarenga, Police Station Sankrail, District Howrah, (5) RASHIDA BEGUM alias RASHIDA, wife of Ruhul, residing at 237B, Kantal Beria Road (Y), Metiabruz, South 24 Parganas, (6) MURSHIDA BIBI, wife of A. Rashid residing at 45, Panchpara Road (T), Metiabruz, South 24 Parganas, (7) ASURA KAYAL, wife of Saidulla, residing at Gangadharpur 15, Gangadharpur, Panchla Sadar, Howrah, (8) MASURA BEGUM, wife of Md. Sharif, residing at Sijberia North 4, Uluberia, Howrah - 711 315 (9) SUFIYA AKUNJI alias SUFIA AKUNJI, wife of Najibar Akunji, residing at Rampur Akunji Para, Bermajur, 2 No. Saneshkhali, North 24 Parganas - 743 442 AND (10) MAFUJA BEGUM, wife of Mannan Molla, residing at Gab Beria, Dhunki, Panchla, Howrah - 711 322, collectively hereinafter referred to as the "VENDORS" (which expression shall mean and include each of their respective successors-in-interest and/or assigns) of the ONE PART AND (1) M/S. AKRITI VYAPAAR PRIVATE LIMITED (2) M/S.*AVIKAR VYAPAAR PRIVATE LIMITED, (3) M/S. AKSHAR COMMODITIES PRIVATE LIMITED, (4) M/S. AJEYA COMMODITIES PRIVATE LIMITED, (5) Mrs. APOORV VANLIYA PRIVATE LIMITED, each being a company respectively incorporated under the provisions of the Companies Act, 1956, each having its respective registered office at P-95, Lake View Road, Kolkata - 700 029, (6), M/S. MAPLE VANLIYA PRIVATE LIMITED, (7) M/S, VITAL DEALER PRIVATE LIMITED AND (8) M/S. SUNFLOWER MARKETING PRIVATE LIMITED, each being a company respectively incorporated under the provisions of the Companies Act, 1956, each having its respective registered office at 4, Fairlie Place, Room No. 102, Kolkata - 700 001, their respective Income Tax Pan Nos. being AAGCA2828R, AAGCA2826B, AAGCA2833G, AAGCA2827A, AAGCA2831E, AAFCM3839F, AACCV6327Q and AALCS5564K, each represented by its authorized signatory, MR. ALOKE GUPTA, son of Late Abani Mohan Gupta, collectively hereinafter referred to us the "PURCHASERS" (which

expression shall mean and include each of its respective successors-in-interest and/or assigns) of the OTHER PART:

WHEREAS:

- A. One Niyamat Ali Mollah, son of Abdul Jabbar Mollah, was the full and absolute owner of All That the piece and parcel of sali land admeasuring 1.125 decimals more or less (equivalent to 10 Chittacks 40 sq.ft. more or less) comprised in a portion of R. S. Dag No. 146, respectively comprised in two separate R. S. Khatian Nos, being 94 and 4 (the respective areas recorded in R. S. Khatian Nos, 94 (Touzi No. 13) and 4 (Touzi No. 6) in the same of the Niyamat Ali Mollah being 0.875 decimals and 0.25 decimals respectively) J. L. No. 29, Police Station Jadavpur (formerly Tollygunge), Mouza Patuli, District 24 Parganas (South), hereinafter referred to as the "Said Larger Land".
- B. The said Niyamat Ali Mollah died intestate, as a bachelor, leaving him surviving his two brothers, namely, Mortez Ali Mollah alias Martej Ali Mollah and Ramjan Ali Mollah, as his only surviving legal heirs, who thus jointly became entitled to the entirety of the Said Larger Land, free from all encumbrances, each of them being respectively entitled to an undivided one-half share therein, respectively admeasuring 0.5625 decimals more or less (equivalent to 5 Chittacks 20 sq.ft. more or less) each.
- C. Subsequently, in order to avoid any disputes and differences in future regarding their respective entitlements in the Said Larger Land, the said Mortez Ali Mollah alias Martej Ali Mollah and the said Ramjan Ali Mollah mutually demarcated and divided the Said Larger Land between themselves, whereby each of them became

respectively entitled to distinct, demarcated and identified portions of the Said Larger Land, each such portion admeasuring 0.5625 decimals more or less.

- D. Thus, the said Ramjan Ali Mollah became fully and absolutely entitled to All That the piece and parcel of sali land-admeasuring 0.5625 decimals more or less (equivalent to 5 Chittacks 20 sq.ft. more or less) comprised in a portion of R. S. Dag No. 146, respectively comprised in a portion of two separate R. S. Khatian Nos. being 94 and 4 (the respective areas recorded in R. S. Khatian Nos. 94 (Touzi No. 13) and 4 (Touzi No. 6), in the name of Niyamat Ali Mollah, being 0.875 decimals and 0.25 decimals respectively) J. L. No. 29, Police Station Jadavpur (formerly Tollygunge), Mouza Patuli, District 24 Parganas (South), hereinafter referred to as the "Said Land", more specifically described under the SCHEDULE hereunder written.
- E. Upon the intestate death of the said Ramjan Ali Mollah, the Said Land collectively devolved upon his four sons and six daughters, namely, Samsuddin Molla (being the Vendor No. 1 herein), Sujauddin Molla alias Suja Molla (being the Vendor No. 2 herein), Giasuddin Molla alias Giyasuddin Molla (being the Vendor No. 3 herein), Nuruddin Molla (being the Vendor No. 4 herein), Rashida Begum alias Rashida (being the Vendor No. 5 herein), Murshida Bibi (being the Vendor No. 6 herein), Asura Kayal (being the Vendor No. 7 herein), Masura Begum (being the Vendor No. 8 herein), Sufiya Akunji alias Sufia Akunji (being the Vendor No. 9 herein) and Mafuja Begum (being the Vendor No. 10 herein) as his legal heirs and heiresses.
- F. Thus, the Vendors herein, collectively became and are the full and absolute owners of the entirety of the Suid Land, free from all encumbrances, liens,

lispendens, mortgages, charges, trusts, debuttor, wakf, bargadars, tenants, occupants, trespassers, attachments, acquisitions, requisitions, alignment etc. whatsoever or howsoever, in vacant, peaceful and physical possession thereof.

- G. The Vendors further represent that no part or portion of the Said Land had or has been acquired and/or vested and/or has been the subject matter of any acquisition and/or vesting proceeding by any government or statutory authority and also represent and undertake that the Vendors have not dealt with the Said Land and/or any part or portion thereof in any manner whatsoever nor created any third party right, title or interest therein and the Vendors are in vacant, free, peaceful and physical possession of the Said Land, with clear and marketable title.
- H. Relying on the aforesaid representations of the Vendors and acting solely on the faith and basis thereof, the Purchasers herein have agreed to purchase the Said Land in vacant free peaceful and physical possession, free from all encumbrances, liens, lispendens, mortgages, charges, trusts, bargas, attachments, acquisition, requisition, alignment etc. whatsoever or howsoever in tieu of the consideration and on the terms and conditions recorded hereunder.

NOW THIS INDENTURE WITNESSETH as follows:

In pursuance of the aforesaid and in consideration of the total sum of Rs. 1,44,281/- (Rupees One Lac Forty Four Thousand Two Fundred and Eighty One only) paid by the Purchasers to the Vendors (the receipt whereof the Vendors and each of them do hereby as also by the memo hereunder admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchasers and each of them as well as the Said Land) the Vendors

and each of them do hereby grant, sell, transfer, convey, assign and assure to, unto and in favour of the Purchasers herein, All That the piece and parcel of sali land admeasuring 0.5625 decimals more or less (equivalent to 5 Chittacks 20 sq.ft. more or less) comprised in a portion of R. S. Dag No. 146, respectively comprised in a portion of two separate R. S. Khatian Nos. being 94 and 4 (the respective areas recorded in R. S. Khatian Nos. 94 (Touzi No. 13) and 4 (Touzi No. 6), in the name of Niyamat Ali Mollah, being 0.875 decimals and 0.25 decimals respectively) J. L. No. 29, Police Station Jadavpur (formerly Tollygunge), Mouza Patuli, District 24 Parganas (South), within the limits of the Kolkata Municipal Corporation, herein referred to as the "Said Land", more specifically described under the SCHEDULE hereunder written and also shown in the plan attached hereto and bordered RED thereon, free from all encumbrances, liens, lispendens, mortgages, charges, trusts, debuttor, wakf, bargadars, trespassers, attachments, acquisitions, requisitions, alignment etc. whatsoever or howsoever, in vacant, peaceful and physical possession TOGETHER WITH all the ways poths passages under-ways sewers drains trees shrubs water courses rights lights liberties easements privileges, advantages appendages and appurtenances whatsoever thereunto belonging or in anywise appertaining thereto or any part thereof or which with the same or any part thereof or taken as part held used occupied enjoyed reputed deemed taken or taken as part or parcel thereof or appertaining thereto AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof together with furthermore all the estate, right, title, interest inheritance, use, possession, property, claim and demand whatsoever both at law and in equity of the Vendors and each of them into and upon or in respect of the Said Land and every part thereof AND all deeds, pattahs, muniments, writings and evidences of title which in any wise relate to the Said Land or any part thereof and which now are or

hereafter shall or may be in the custody, power or possession of the Vendors, their respective executors, administrators or representatives or any person from whom the Vendors can or may procure the same without action or suit at law or in equity TO HAVE AND TO HOLD OWN POSSESS AND ENJOY the Said Land and each and every part thereof, hereby granted, sold, conveyed transferred assigned and assured or expressed or intended so to be TOGETHER WITH ALL rights, members and appurtenances thereof unto and to the use of the Purchasers, their respective executors, administrators, representatives and assigns absolutely and forever free from all encumbrances and liabilities AND the Vendors and each of them do hereby covenant with and undertake and warrant to the Purchasers (1) that the Vendors and each of them are absolutely entitled to the Said Land free from all encumbrances, liens, lispendens, mortgages, charges, trusts, debuttor, wakf, bargadars, trespassers, attachments, acquisitions, requisitions, alignment etc, whatsoever or howsoever AND (2) that the interest which the Vendors and each of them do hereby profess to transfer, sell and convey subsists and that notwithstanding any act, deed, matter or thing by the Vendors or any of them at any time done or executed or knowingly suffered to the contrary, the Vendors and each of them have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Land hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these presents AND (3) that the none of the Vendors have at any time done or executed any deeds, documents or writings or knowingly suffered or been party or privy to any act, deed, matter or thing, whereby the Said Land or any part thereof and/or all other rights, title hereby transferred, assigned and assured and/or intended so to be can or may be impeached, encumbered or affected in title AND (4) that the Purchasers shall and

will and may from time to time and at all times hereafter peaceably and quietly hold possess and enjoy the Said Land and all other rights, title and benefits appurtenant therete and receive and take the rents issues and profits thereof and every part thereof without any hindrance, eviction, interruption, disturbance, claim or demand whatsoever from of or by any of the Vendors or any person or persons whomsoever AND (5) that free and clear and freely and clearly and absolutely acquitted exonerated released discharged or otherwise well and sufficiently saved defended kept harmless and indemnified against all estates charges mortgages liens lispendens debts attachments execution claims demands encumbrances and liabilities whatsoever made or suffered by any of the Vendors or any person or persons lawfully or equitably claiming as aforesaid AND (6) that all rents rates taxes and other outgoings whatsoever payable in respect of the Said Land have been paid and satisfied in full by the Vendors upto the date of these presents AND (7) that the Vendors and each of them and all persons having or lawfully or equitably claiming any right title interest property claims or demand. whatsoever in or upon the Said Land or any part thereof from through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchasers make do acknowledge and execute or cause to be made done acknowledged and executed all such acts deeds matters things and assurances whatsoever for further better and more perfectly and effectually assuring and transferring the Said Land and every part thereof unto and to the use of the Purchasers, as shall or may be reasonably required AND (8) that the Vendors and each of them do hereby and hereunder appoint, constitute and nominate the Purchasers herein, jointly and/or severally, for and on behalf of the Vendors, to do, execute and perform such acts, deeds, matters, things and assurances whatsoever in respect of the Said Land, as the Purchasers may so determine at their sole and absolute discretion including but not limited to for

40,500

further better and more perfectly and effectually assuring and transferring the Said Land and every part thereof unto and to the use of the Purchasers AND (9) that the Vendors and each of them shall keep each of the Purchasers fully saved defended harmless and indemnified against all estates charges mortgages liens lispendens debts attachments execution claims demands encumbrances and liabilities whatsoever or howsoever in respect of the Said Land or any part thereof.

THE SCHEDULE ABOVE REFERRED TO

("Said Land")

All That the piece and parcel of sali land admeasuring 0.5625 decimals more or less (equivalent to 5 Chittacks 20 sq.ft. more or less) comprised in a portion of R. S. Dag No. 146, respectively comprised in a portion of two separate R. S. Khatian Nos. being 94 and 4 (the respective areas recorded in R. S. Khatian Nos. 94 (Touzi No. 13) and 4 (Touzi No. 6), in the name of Niyamat Ali Mollah, being 0.875 decimals and 0.25 decimals respectively) J. L. No. 29, Police Station Jadavpur (formerly Tollygunge), Mouza Patuli, District 24 Parganas (South), within the limits of the Kolkata Municipal Corporation, and bordered RED on the plan annexed hereto and butted and bounded as follows:

ON THE NORTH:

By Dag No. 44, Mouza Chakmasar;

ON THE EAST:

By a portion of Dag No. 146, Mouza Patuli;

ON THE WEST:

By a portion of Dag No. 146, Mouza Patuli; and

ON THE SOUTH:

By a portion of Dag No. 146, Mouza Patuli.

WASA.

OR HOWSOEVER THE SAME MAY BE BUTTED BOUNDED KNOWN AND NUMBERED

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

EXECUTED AND DELIVERED by the VENDORS at Kolkata in the presence of:

ধারীন্যা (রুমার উম্মিশীরেমাম রুষ্মিয়াশ (রেম

> Read over and explained in Bengali to each of the Vendors.

क्षार्टी अरुक्ष

MAPLE VANIJYA (P) LTO.

APDERY VANIJYA (P) LTO.

AJEYA COMMODDITIES (P) LTO.

SUNFLOWER MARKETING (P) LTO.

AKRITI VYAPAAR PVT. LTO.

AKSHAR COMMODITIES (P) LTO.

AVIKAR VYAPAAR PVE. LTO.

VITAL DEALER PVT. LTO.

NITAL DEALER PAT

EXECUTED AND DELIVERED by the PURCHASERS at Kolkata in the presence of:

Pathikavi Pathike 5/13 +19 Karl -94 Azizul Zelow M. III

Sorenga. Sankteail Strovel

Drafted by:
Rachita Sirgh
Radhika Singh
Advocate
High Court
Calcutta

MEMO OF CONSIDERATION

Received by the withinnamed Vendors from the withinnamed Purchasers a sum of Rs. 1,44,281/-One Lac Forty Four Thousand Two Hundred and Eighty One only) being the entire consideration in lieu of the Said Land in terms of these presents, as follows:-

By cash

- Rs. 1,44,281/-

(Rupees One Lac Forty Four Thousand Two Hundred and Eighty One only)

स्मित्रामात्यमस्य सम्बद्धाः म्यान्तिस्य स्यान्धरम् एवशस्य त्यान्तेष्ठरम् क्रजीक्ष्म Theres in sold Therewastern Surviver Menin Jaines Jung (2008)

Signature of the Vendors

Read over and explained in Bengali to each of the Vendors.

Azigul Islam Moll

Sto Late N. Ahmad moke, Sarvya. San Krail. How rel

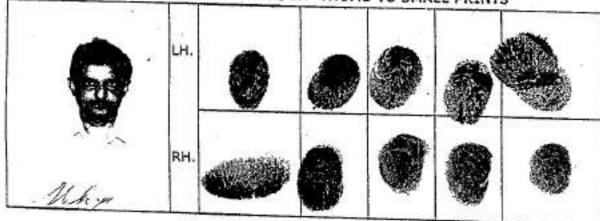
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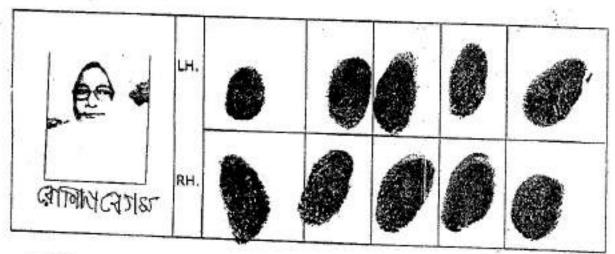
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UNDER RULE 44A OF THE I.R. ACT 1908

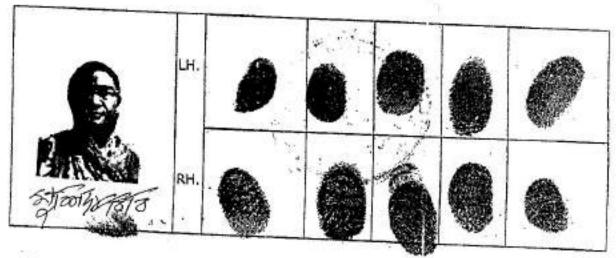
N.B. - LH BOX-SMALL TO THUMB PRINTS R.H. BOX- THUMB TO SMALL PRINTS



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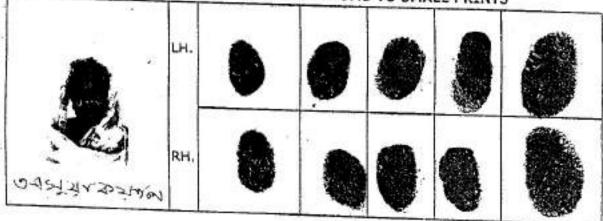
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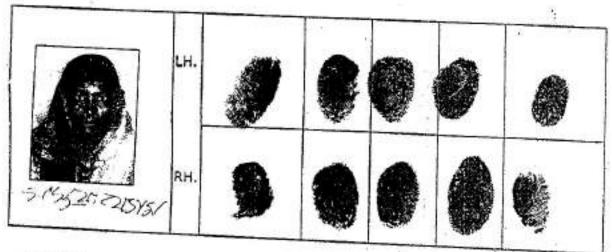
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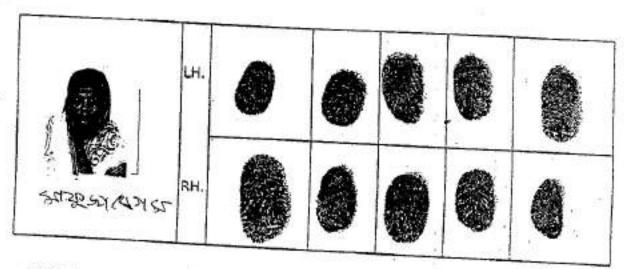
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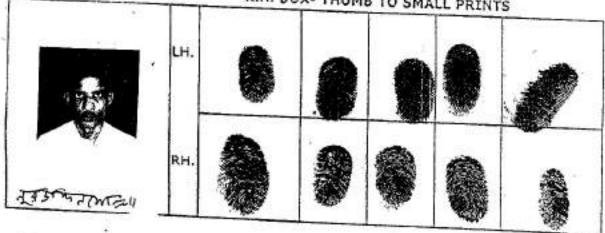
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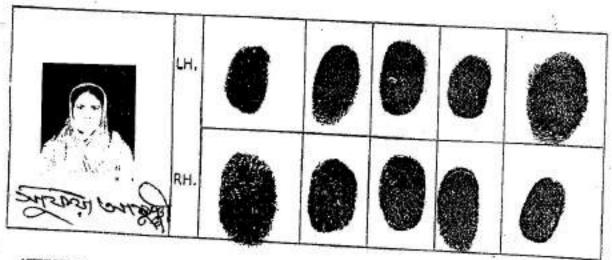
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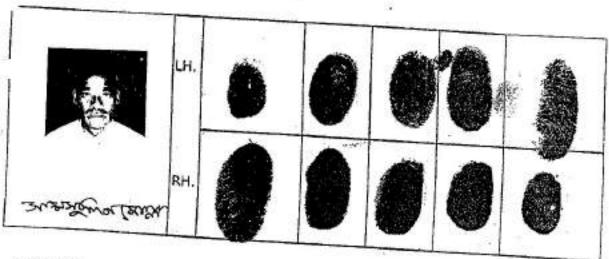
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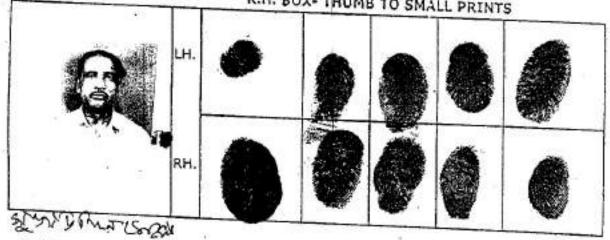
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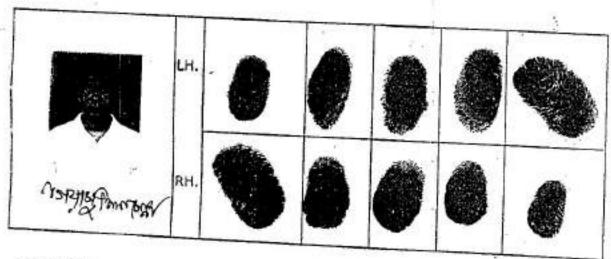
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Government Of West Bengal Office Of the D.S.R.-I SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : 1 - 01645 of 2010 (Serial No. 01746 of 2010)

On 14/05/2010

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 21.20 hrs on :14/05/2010, at the Private residence by Aloke Gupta Claimant.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 14/05/2010 by

- Samsuddin Molla, son of Late Ramjan Ali Molla , Vitlage:Sarenga, Thana:-Sankrail, District:-Howrah, WEST BENGAL, India, P.O.:-, By Caste Muslim, By Profession: Others
- Sujauddin Molta Alias Suja Molta, son of Late Ramjan Ali Molta , 15, Village: Sarenga, Thana: -Sankrail, District:-Howrah, WEST BENGAL, India, P.O.: -, By Caste Muslim, By Profession: Others
- Giasuddin Molla Alias Giyasuddin Molla, son of Late Ramjan Ali Molla , 15, Village; Sarenga, Thana: Sankrail, District: Howrah, WEST BENGAL, India, P.O. :- , By Caste Muslim, By Profession : Others
- Nuruddin Molla, son of Late Ramjan Ali Molla , 15, Village:Sarenga, Thana:-Sankrall, District:-Howrah, WEST BENGAL, India, P.O.:-, By Caste Muslim, By Profession: Others
- Rashida Begum Allas Rashida , wife of Rahul . , Kantal Beria Road(Y), Metlabruz, 237 B, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Muslim, By Profession : Others
- Murshida Bibi, wife of A Rashid . , Panchpara Road(T), Metiabruz, 45, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Muslim, By Profession : Others
- Asura Kayal, wife of Saidulla., Gangadharpur, Panchla Sadar, 15, District:-Howrah, WEST BENGAL, India, P.O.:-, By Caste Muslim, By Profession: Others
- Masura Begum, wife of Md. Sharif., Sijberia North 4, Uluberia, 4, Howrah, District:-Howrah, WEST BENGAL, India, P.O.: - Pin:-711315, By Caste Muslim, By Profession: Others
- Sufiya Akunji Alias Sufia Akunji, wife of Najibar Akunji , Rampur Akunji Para, Bermajur, 2 No Saneshkhali, District:-Howrah, WEST BENGAL, India, P.O. :- Pin :-743442 , By Caste Muslim, By Profession : Cultivation
- Mafuja Begum, wife of Mannan Molia , Gab Beria, Dhunki, Panchia, District: Howrah, WEST BENGAL, India, P.O.: - Pin: -711322 , By Caste Muslim, By Profession: Others

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(Abani KumarDey) DISTRICT SUB-REGISTRAR-I EndorsementPage 1 of 3

18/05/2010 04:05:00 P



Government Of West Bengal Office Of the D.S.R.-I SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 01645 of 2010 (Serial No. 01746 of 2010)

11. Aloke Gupta

Director, M/s. Akriti Vyapaar Pvt. Ltd., Pan-aagca2828r, P-95, Lake View Road, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700029.

Director, Avikar Vyapaar Pvt. Ltd., Pan-aagca2826b, P-95, Lake View Road, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700029.

Director, Akshar Commodities Pvt Ltd, Pan-aagca2833g, P-95, Lake View Road, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700029.

Director, M/s. Ajeya Commodities Pvt. Ltd., Pan-aagca2827a, P-95, Lake View Road, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700029.

Director, Apoorv Vanijya Pvt. Ltd., Pan-aagca2831e, P-95, Lake View Road, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700029.

Director, M/s. Maple Vanijya Pvt Ltd, Pan-aafcm3839f, Flat No:Room - 102, 4, Fairlie Place, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001.

Director, Vital Delar Pvt. Ltd., Pan-aeccv6327q, Flat No:Room - 102, 4, Fairlie Place, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700001.

Director, M/s. Sunflower Marketing Pvt. Ltd., Pan-aalcs5584k, Flat No:Room - 102, 4, Fairlie Place, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O.: Pin:-700001.

By Profession: Business

Identified By Azizul Islam Molla ., son of Late N Alam Molla ., Village:Sarenga, Thana:-Sankrail, District:-Howrah, WEST BENGAL, India, P.O. :-, By Caste: Muslim, By Profession: Others.

(Abani Kumar Dey) DISTRICT SUB-REGISTRAR-I

On 17/05/2010

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-144281/-

Certified that the required stamp duty of this document is Rs.- 8677 /- and the Stamp duty paid as: Impresive Rs.- 100/-

(Abani Kumar Dey) DISTRICT SUB-REGISTRAR-I

On 18/05/2010

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23,5 of Indian Stamp Act 1899.

(Abani KumarDey) DISTRICT SUB-REGISTRAR-1

EndorsementPage 2 of 3

18/05/2010 04:05:00 P



Government Of West Bengal Office Of the D.S.R. I SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 01645 of 2010 (Serial No. 01746 of 2010)

Payment of Fees:

Fee Paid in rupees under article: A(1) = 1584/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 18/05/2010

Deficit stamp duty

Deficit stamp duty Rs. 8800/- is paid, by the draft number 078486, Draft Date 12/05/2010, Bank Name State Bank of India, LA MARTINIERE, received on 18/05/2010

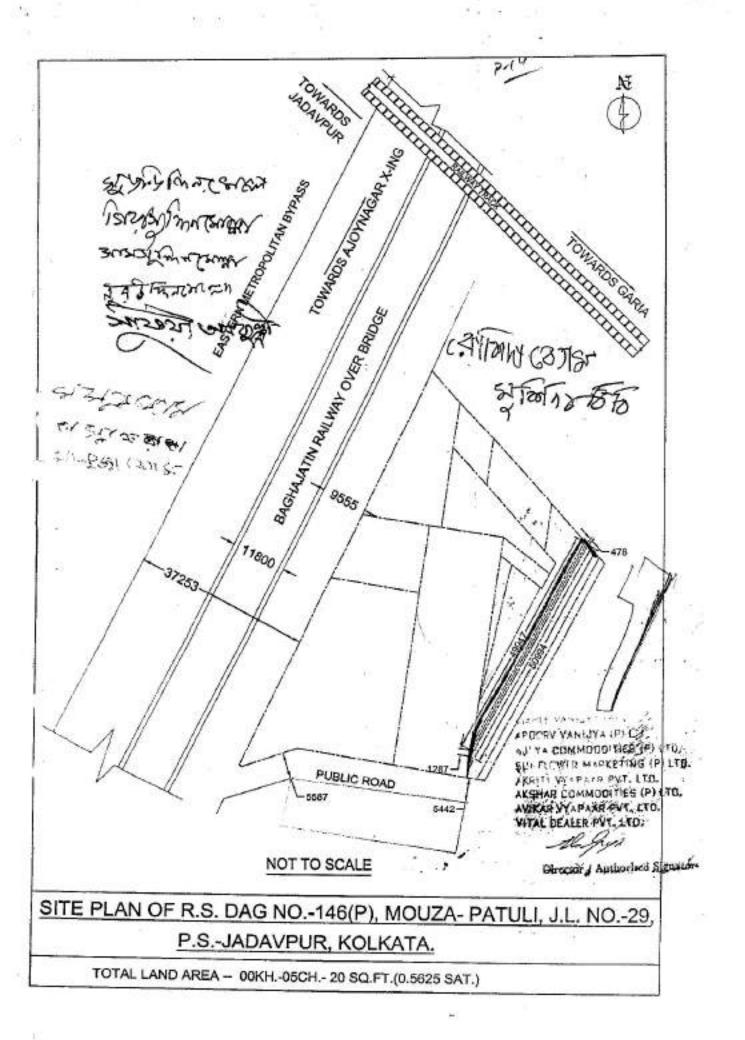
(Abani Kumar Dey) DISTRICT SUB-REGISTRAR-I

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(Abani KumarDey) DISTRICT SUB-REGISTRAR-I

EndorsementPage 3 of 3

18/05/2010 04:05:00 P



Certificate of Registration under section 60 and Rule 69,

Registered in Book - I CD Volume number 10 Page from 2707 to 2728 * being No 01645 for the year 2010.



(Abani KumarDey) 19-May-2010 DISTRICT SUB-REGISTRAR-I Office of the D.S.R.-I SOUTH 24-PARGANAS West Bengal

DATED THIS 14th DAY OF 757 on 2010

BETWEEN

SAMSUDDIN MOLLAH & ORS.

... VENDORS

AND

M/S. AKRITI VYAPAAR PRIVATE LIMITED & ORS.

... PURCHASERS

INDENTURE

Radhika Singh & Co.,
Advocates,
"Nicco House",
2nd floor,
2, Hare Street,
Kolkata - 700 001.